

[REDACTED]

**SERVICE AGREEMENT**  
(Intrastate ICB)

Routing Code: 5V

Customer Name [REDACTED] ("Customer") and address: [REDACTED] Pullman, WA 99164	Main Billing Tel. No: [REDACTED] ICB Case No. 2010-516072
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**Services.** Customer hereby requests and agrees to purchase from the Frontier company(ies) identified in the applicable Exhibit(s) ("Frontier") the services identified in Exhibit A attached to this Agreement, and in any Addendum expressly made a part hereof, and as further described in Frontier's applicable tariffs, (the "Services") for the service period stated in the Exhibit or Addendum applicable to such Service (the "Service Period"), subject to Frontier's receipt of any necessary regulatory and other governmental approvals required to provide the Services under the terms hereof. The Services will be provided under the terms of this Agreement to the Customer locations specified in the Exhibit(s) and Addenda attached to or made a part hereof.

**Charges.** Customer will pay the rates and charges set forth in the attached Exhibit(s) and in any Addendum made a part hereof, and shall also pay all applicable taxes, fees, and charges, including Federal End User Common Line Charges, charged pursuant to applicable law, regulations, or tariffs in connection with the Services. If Customer cancels or terminates this Agreement or any Services prior to expiration of the Service Period, Customer will promptly pay to Frontier termination charges as set forth in the applicable Exhibit(s) and Addendum(a). Any tariffed back billing limitations otherwise applicable to the Services shall not apply under this Agreement.

**Notices.** Any written notice either Party may give the other concerning the subject matter of this Agreement shall be in writing and given or made by means of certified or registered mail, express mail or other overnight delivery service, or hand delivery, proper postage or other charges paid and addressed or directed to the respective parties as follows:

To Customer: At Customer's address shown on the first page of the Agreement  
Attention: [REDACTED]

To Frontier: Frontier Communications Northwest Inc.  
Attention: General Manager  
1800 41<sup>st</sup> Street  
Everett, WA 98201

Copy to:  
Frontier Communications Corporation  
Attention: Associate General Counsel  
3 High Ridge Park  
Stamford, CT 06905

Such notice shall be deemed to have been given or made when actually received as specified above. Each Party hereto may change its address by a notice given to the other Party in the manner set forth above.

**Miscellaneous.** (a) Neither party will disclose the terms of this Agreement to any other person without the prior written consent of the other party, except as may be necessary to comply with applicable law, regulation, or filing requirements. Either party may issue or permit issuance of a press release or other public statement concerning this Agreement provided its contents have been reviewed and agreed upon by the parties.

(b) In the event of a claim or dispute, the law and regulations of the jurisdiction in which Frontier provides to Customer the particular Service that is the subject of such claim or dispute shall apply. This Agreement and its provisions shall not be construed or interpreted for or against any party hereto because that party drafted or caused that party's legal representative to draft any of its provisions.

(c) No liability shall result from Service failures caused by fires, floods, severe weather, acts of government or third parties, strikes, labor disputes, inability to obtain necessary equipment or services, or other causes beyond such party's reasonable control.

(d) If any provision of this Agreement or the provision of any Service under the terms hereof is illegal, invalid, or otherwise prohibited under applicable law or regulation in any State or jurisdiction, or does not receive any governmental or regulatory approval required by law in any State or jurisdiction, then this Agreement shall be construed as if not containing such provision or requiring the provision of such invalid, illegal, prohibited, or unapproved Service in such State or jurisdiction.

(e) Frontier may assign or transfer part or all of this Agreement to any affiliate or successor to substantially all of its assets in the locations where Service is provided hereunder. Upon reasonable prior written notice to Frontier, Customer may assign or transfer this Agreement to any company that is the successor to substantially all of its assets, provided all charges for Services provided prior to such transfer or assignment are paid in full when due. Except as otherwise required by applicable law or regulation, all other attempted assignments shall be void without the prior written consent of the other party.

(f) Except as otherwise required by applicable law or regulation, the Services provided hereunder may not be resold by Customer.

**Tariffs and Limitation of Liability.** The terms and conditions that shall apply in connection with these Services, and the rights and liabilities of the parties, shall be as set forth herein and in all applicable tariffs now or hereafter filed with the applicable state regulatory commission and/or the Federal Communications Commission. In no event shall Frontier be liable for any special, indirect,

incidental, or consequential damages arising in connection with this Agreement or the provision of any Services, whether claim is sought in contract, tort (including negligence), strict liability or otherwise. This Agreement (including the Exhibits attached hereto and any Addenda made a part hereof) and all applicable tariffs constitute the entire agreement between the parties and shall supersede all prior oral or written quotations, communications, negotiations, representations, understandings or agreements made by or to any employee, officer, or agent of any party on the subject matter hereof. This Agreement may not be modified or rescinded except by a writing signed by authorized representatives of each party.

AGREED AND ACCEPTED:

[Redacted] (Customer)

Frontier Communications Northwest Inc. (Frontier)

By

By

Name/title

Name/title

Date

Date

8/24/10

8-24-2010

*[Handwritten Signature]*

Kyle Nelson - Frontier IS Contract Admin

REDACTED

Exhibit A

**Frontier company name:** Frontier Communications Northwest Inc. (referred to in this Exhibit as "Frontier")  
**State:** Washington  
**Customer name:** [REDACTED]  
**ICB Case No.:** 2010-516072

Customer is currently receiving Service under an agreement that will expire October 4, 2010 (Frontier Internal Tracking No. 2006-368568). In order for this Agreement to be effective on or before October 4, 2010, Customer must sign, date and return this Agreement to Frontier on or before August 25, 2010 so that Frontier may complete its internal process, including signature, required to file this Agreement with the Commission and request an effective date on or before October 4, 2010. If this Agreement is not made effective on or before October 4, 2010, Customer's existing DID service is subject to and may be disconnected upon expiration of Customer's current agreement. If Customer's prior DID service is disconnected, new Service cannot be restored until this Agreement is fully executed and effective as set out in Section 2 below.

Customer must sign and date this Agreement and return it to Frontier on or before August 25, 2010 or the proposed Service arrangement and pricing will no longer be available.

1. **Services and Quantity Commitments:** Customer agrees to purchase the following Services from Frontier at the rates set forth below and in quantities set forth below for the Service Period identified below. Any other work, services or facilities required will be provided subject to prevailing tariff rates and charges, or if no tariff is applicable, under separate individual case basis agreement or formal amendment to this Agreement. Customer shall provide to Frontier at each Customer location suitable and secure space, with suitable environmental conditions and uninterrupted power supply, building entrance facilities and conduit, for placement of the facilities and equipment to be used by Frontier to provide such Service.

Quantity	Service Item	Monthly Unit Rate	Non-recurring Charge / Unit
22,000	Direct Inward Dialing (DID) Numbers (in groups of 100 DID blocks)	\$12.00 per group of 100 DIDs	n/a*

- There are no non-recurring charges for Customer's existing DID Service. Customer may add additional quantities of DID numbers, in groups of 100, during the term of this Agreement and any optional renewal periods exercised by the Customer, and such new DID numbers shall be subject to tariff installation non-recurring charges, if any, provided such locations are served from Frontier's Central Offices serving Pullman, WA and Richland, WA. New DID numbers may be ordered using Frontier's established ordering procedures.
- The DID pricing provided herein shall only apply to DID numbers associated with Customer's PRI service, purchased pursuant to Frontier's applicable tariff rates, terms and conditions.
- The rates and charges identified herein are exclusive of any other applicable tariff rates and charges (including but not limited to federally mandated end-user common line charges), any applicable taxes, fees, or surcharges, which will be separately applied and billed at prevailing amounts.

**Minimum Commitment and Shortfall:** Customer currently has 22,000 DID numbers, in blocks of 100, in-service under a prior service arrangement. Customer must maintain a minimum quantity of 10,000 DID numbers, in groups of 100, in-service during the Service Period. In the event Customer's quantity of DID numbers in-service falls below 10,000, this Agreement will be terminated and Customer's Service will revert to a month-to-month service arrangement pursuant to Frontier's applicable tariff rates, terms and conditions, if available. If a tariffed service arrangement is not available, Customer's DID Service will terminate.

2. **Effective Date/Regulatory Filing and Review:** This Agreement, and any subsequent amendment(s), shall be filed with the Washington Utilities and Transportation Commission (Commission). This Agreement (and any subsequent amendment(s)) shall become effective on either (a) the thirty-first (31<sup>st</sup>) calendar day after the date of such filing, unless the Agreement (or subsequent amendment) is rejected by the Commission prior to the expiration of thirty (30) calendar days following the date of such filing, or (b) on another date as determined by the Commission. This Agreement shall at all times be subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its lawful jurisdiction.

3. **Service or Term Period:** Customer shall purchase such Services for a period of twelve (12) consecutive months from the in-service date. The in-service date for the Service shall be October 5, 2010, provided that this Agreement is fully executed and effective (as defined above) as of that date. If the Agreement is not fully executed and effective by October 5, 2010, the in-service date shall be the date, after the Effective date, on which Verizon's provisioning has been completed and Service is available for use by Customer.

4. **Termination Charges.** If Customer cancels this Agreement in whole or in part or terminates any Services prior to the expiration of the Service Period, Customer shall pay to Frontier a termination charge equal to twenty-five percent (25%) % of the applicable monthly rate for the terminated Service multiplied by the number of months remaining in the unexpired portion of the Service Period. Any such termination liability charge shall be due and payable in one lump sum within thirty (30) days of billing. If Customer terminates this Agreement subsequent to the execution of this Agreement by the Parties but prior to the in-service date, Customer shall pay to Frontier all costs incurred by Frontier for contract and service preparation. Termination charges will not apply if an exception contained in Frontier's applicable tariff applies.

5. **Additional Provisions.**

a. **Conditions.** The parties acknowledge that the rates and other terms of this Agreement are premised on Customer's commitments, unique network design requirements, and Customer's service mix, usage patterns and concentration, and other characteristics.

b. **Service Continuation.** (i) If, at the time of expiration of the Service Period, a new agreement or tariffed service arrangement with Frontier for the Services is not effective as defined above and Customer has not requested, in writing, disconnection of the Services, then the Services will be reverted to applicable tariff or other Commission-authorized rate(s) for the minimum service commitment period available. The applicable tariff or other Commission-authorized arrangement will govern the service arrangement prospectively, including rates, terms and conditions, which may include charges for termination prior to the end of the minimum tariff service commitment period. If there is no applicable tariff or other Commission-authorized service arrangement, then the Service will be subject to disconnection upon the expiration of the Service Period of this Agreement. If, upon expiration of the Service Period, there is a delay in reverting rates to the applicable tariff or other Commission-authorized rate(s), or in disconnecting the Services if no tariff or Commission-authorized service arrangement is available, the Service Period shall be deemed temporarily extended on a month-to-month basis until such reversion of rates or disconnection of Services is completed. In no event, however, will such temporary extension of the Service Period continue more than twelve months after the expiration of the initial Service Period.

(ii) If Customer indicates to Frontier in writing that it desires to negotiate a new contract or tariffed service arrangement to continue or replace the Services provided for herein, this Agreement shall automatically be extended for a period not to exceed 60 days from the end of the initial Service Period to allow the parties to finalize a new agreement or to transition to a tariffed service arrangement. Written notice must be provided by Customer at least 30 days prior to the end of the initial Service Period. For purposes of this paragraph only, written notice may be by facsimile or electronic mail.

c. **Detariffing.** In the event any of the Services are hereafter detariffed, then the terms of the tariffs in effect immediately prior to such detariffing shall be deemed to be incorporated by reference and shall continue to apply to the provision of the Service to the same extent as such tariffs applied hereunder prior to such detariffing.

d. **Facilities.** Additional charges may be required if suitable facilities are not available to provide Services at any locations, or if any additional work, services, or quantities of Services are provided. In the event installation of additional network facilities is required to provide Services, Frontier will inform Customer of such applicable charges, and Frontier will install such facilities only upon mutual written agreement of the parties to such additional charges. If Customer does not agree to pay such additional charges, then this Agreement will be subject to termination by Frontier without application of the termination charges described above.

6. **Locations.** The Services shall be provided to Customer under the terms hereof at the following locations, which are in Frontier's tariffed exchange service areas in Washington. Other Customer locations may be added to this Agreement only upon mutual assent of the parties.

Customer's Designated Locations in Richland, WA

Customer's Designated Locations in Pullman, WA